

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

ALEX BORREGO,	§	
	§	
<i>Plaintiff,</i>	§	Case No. 3:23-cv-00190-DCG
	§	
v.	§	
	§	
SOUTHWEST CREDIT SYSTEMS, L.P.,	§	
	§	
	§	
<i>Defendant,</i>	§	

**DEFENDANT SOUTHWEST CREDIT SYSTEMS, L.P.'S
ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S
COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW, Defendant SOUTHWEST CREDIT SYSTEMS, L.P. (“SWCS” or “Defendant”), by and through its counsel, and hereby answers the Complaint of Plaintiff ALEX BORREGO (“Plaintiff”) as follows:

NATURE OF THE ACTION

1. Defendant admits that Plaintiff ALEX BORREGO (“Plaintiff”) brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), and the Texas Debt Collection Act, Tex. Fin. Code Ann. § 392 *et seq.* (“TDCA”). Defendant denies that any statutory violations or unlawful conduct occurred.

JURISDICTION AND VENUE

2. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 2; therefore, it denies the same.

3. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 3; therefore, it denies the same.

PARTIES

4. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 4; therefore, it denies the same.

5. Defendant admits that it is a limited partnership organized under the laws of the State of Texas with its principal place of business located in Carrollton, Texas. Defendant also admits that it at times provides debt collection services to its clients. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remainder of the allegations of Paragraph 5; therefore, it denies the same.

6. Defendant admits that it at times acts through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remainder of the allegations of Paragraph 6; therefore, it denies the same.

FACTS SUPPORTING CAUSES OF ACTION

7. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 7; therefore, it denies the same.

8. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 8; therefore, it denies the same.

9. Defendant admits that a financial obligation owed by Plaintiff was placed with it. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 9 therefore, it denies the same.

10. Defendant admits that it placed calls to Plaintiff's cellular phone number ending in -0854. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 10 therefore, it denies the same.

11. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 11; therefore, it denies the same.

12. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 12; therefore, it denies the same.

13. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 13; therefore, it denies the same.

14. Defendant admits that it informed Plaintiff that it was attempting to collect a debt. Defendant lacks knowledge or information sufficient to form

a belief about the truth of the remainder of Paragraph 14 therefore, it denies the same.

15. Defendant admits that it received a cease call request. However, Defendant denies any assertion by Plaintiff that it failed to comply with said cease call request, or that it made any calls to Plaintiff after receiving the cease call request mentioned.

16. Defendant denies Paragraph 16.

17. Defendant denies Paragraph 17.

18. Defendant lacks knowledge or information sufficient to form a belief about the truth of Paragraph 18; therefore, it denies the same.

19. Defendant denies Paragraph 19.

20. Defendant denies Paragraph 20.

**COUNT I – VIOLATIONS OF THE FAIR DEBT COLLECTION
PRACTICES ACT**

21. Defendant repeats and realleges the preceding paragraphs as though fully restated herein.

22. Paragraph 22 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

23. Paragraph 23 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

24. Defendant admits that at times it engages in the business of collecting debts owed to others. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 24; therefore, it denies the same.

25. Paragraph 25 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

a. Violations of the FDCPA § 1692d *et seq.*, and 12 C.F.R. § 1006.14 *et seq.*

26. Paragraph 26 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

27. Paragraph 27 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

28. Paragraph 28 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

29. Defendant denies that it violated the FDCPA or Regulation F.

b. Violations of the FDCPA § 1692e

30. Paragraph 30 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

31. Paragraph 31 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

32. Defendant denies that it violated the FDCPA.

c. Violations of the FDCPA § 1692f

33. Paragraph 33 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

34. Defendant denies that it violated the FDCPA.

PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any damages or the relief requested against it.¹

¹ As this Paragraph was not numbered in Plaintiff's Complaint, SWCS has elected not to number this Paragraph as well in order to keep the pleadings uniform.

COUNT II – VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT

35. Defendant repeats and realleges the preceding paragraphs as though fully restated herein.

36. Paragraph 36 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

37. Paragraph 37 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

38. Paragraph 38 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

a. Violations of the TDCA § 392.302

39. Paragraph 39 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

40. Defendant denies that it violated the TDCA.

b. Violations of the TDCA § 392.304

41. Paragraph 41 contains statements of law and/or legal conclusions to which no response is required. To the extent that a response is required, Defendant denies each and every remaining allegation.

42. Defendant denies that it violated the TDCA.

PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any damages or the relief requested against it.²

AFFIRMATIVE DEFENSES

1. Plaintiff's damages, if any, are the result of the actions of third parties over whom Defendant has no control.
2. Plaintiff's damages, if any, were pre-existing damages not caused by Defendant.
3. Plaintiff has failed to mitigate damages, if any.
4. Plaintiff proximately caused Plaintiff's own damages, if any.
5. To the extent a violation of the law occurred, which is expressly denied, such violation as the result of a bona fide error despite the adoption of procedures reasonably designed to prevent such an error.
6. Defendant acted in good faith at all times in its dealings with Plaintiff, and if any conduct by Defendant is found to be unlawful, which Defendant expressly denies, such conduct was not willful and should not give rise to liability.

² As this Paragraph was not numbered in Plaintiff's Complaint, SWCS has elected not to number this Paragraph as well in order to keep the pleadings uniform.

7. Defendant reserves the right to amend its answer and affirmative defenses herein by adding additional parties, affirmative defenses, counterclaims, cross-claims, and/or third-party claims, as additional investigation, discovery or circumstances warrant.

WHEREFORE, Defendant, SOUTHWEST CREDIT SYSTEMS, L.P., respectfully requests this Honorable Court enter judgment in its favor, dismissing Plaintiff's Complaint and any and all other relief, at law or in equity, as the Court deems is just and equitable.

Dated: July 10, 2023

Respectfully submitted,

FROST ECHOLS LLC

/S/ COOPER WALKER

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***Counsel for Defendant Southwest
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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been forwarded via **CM/ECF** system to all parties entitled to notice of the same on this 10th day of July 2023.

/S/ COOPER WALKER
COOPER M. WALKER